



American Arbitration Association
Dispute Resolution Services Worldwide

Pennsylvania Labor Center

October 29, 2013

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Jennings Sigmond, PC
510 Walnut Street
16th Floor
Philadelphia, PA 19106-3683

Rene Vargas
City of Philadelphia
1515 Arch Street, 16th Floor
Philadelphia, PA 19102-1595

Re: 14 390 00007 12
Fraternal Order of Police, Lodge #5
and
City of Philadelphia

Grievance: P/O Darryl Cathey # [REDACTED] -- Dismissed without just cause

Dear Parties:

This will confirm that the above-captioned matter has been settled. Accordingly, the hearing scheduled for October 28, 2013 was cancelled and the Association's file is hereby closed.

Please be advised that it is the AAA's policy to retain closed cases for a maximum period of six (6) months after their closing date. Therefore, please take note that the above referenced physical case file will be destroyed six months from the date of this letter. In the normal course of our administration, the AAA may maintain certain documents in our electronic records system. Such electronic records are not routinely destroyed and do not constitute a complete case file.

Thank you for choosing the American Arbitration Association.

Very truly yours,

Christine Naida
Case Administrator
[REDACTED]
naidac@adr.org

CNN/eg

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AMERICAN ARBITRATION ASSOCIATION

FRATERNAL ORDER OF POLICE, LODGE	:	
NO. 5,	:	
	:	Case No. 14 390 00007 12
—and—	:	
	:	Grievant: Darryl Cathey
CITY OF PHILADELPHIA	:	

SETTLEMENT AGREEMENT

WHEREAS, the City of Philadelphia ("City") and the Fraternal Order of Police, Lodge No. 5 ("FOP") are parties to a collective bargaining agreement; and,

WHEREAS, Darryl Cathey ("Cathey") was employed by the City and is a member of the bargaining unit represented by the FOP; and,

WHEREAS, in January, 2012, Cathey was charged with a violation of Section 1-§026-10 of the Disciplinary Code and was dismissed;

WHEREAS, Cathey initiated a grievance, contending that the City violated the collective bargaining agreement; and,

WHEREAS, the City denies that it has, in any way, violated the collective bargaining agreement with the FOP; and,

WHEREAS, the matter has proceeded unresolved to the above-captioned arbitration; and,

WHEREAS, the parties wish to resolve this matter without resort to further litigation;

NOW, THEREFORE, the parties agree as follows:

1. The City agrees to reinstate Cathey to his position of Police Officer. Cathey will not be entitled to any back pay.
2. Cathey's accrued leave shall be restored absent any payments made to Cathey by the City, and his longevity will be calculated as if the dismissal did not occur. The period between his dismissal and reinstatement shall be treated as an unpaid leave of absence.
3. The grievant may, to the extent that he may be permitted by applicable rules and regulations, purchase at his own expense any pension-related benefits that would have accrued during the period between his termination and reinstatement.
4. In consideration of the foregoing, the FOP and Cathey agree to withdraw the grievance and demand for arbitration in this matter.

5. Nothing in this Agreement shall be construed as an admission by the City that it, in any way, violated the collective bargaining agreement.

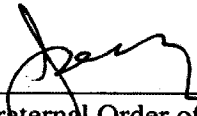
6. This Agreement is not intended in any way to set precedent or to prejudice the respective positions of the parties with respect to this matter or any other future disputes, grievances, or other legal matters. This Agreement may not be introduced, or referred to, for any purpose by either party in any subsequent administrative, judicial, or other legal proceedings. This Agreement may, however, be used in any proceeding necessary to compel enforcement of the Agreement.

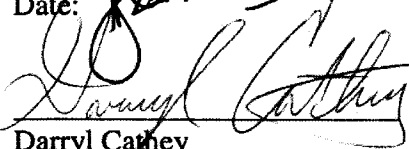
7. By entering into this Agreement, all parties hereto acknowledge that they have read the Agreement, have had the opportunity to review its terms and conditions with their respective counsel, understand said terms and conditions, enter into this Agreement voluntarily, and agree to be bound hereby.

8. In further consideration of the foregoing, the FOP and Cathey, and their agents, assigns, heirs, and representatives, release the City, its departments, officials, agents, and employees from any claims they had, have, or may have arising out of, or related to, the subject matter of the grievance.

9. By entering into this Agreement and in exchange for the promises made herein, Cathey, for himself, his agents, legal representatives, assigns, heirs, legatees, administrators, personal representatives and executors voluntarily and of their own free will agree to and hereby do forever release, discharge and hold harmless the FOP, its present or past divisions, affiliates, partners, contracting parties, predecessors, successors or assigns and their respective current and former trustees, directors, officers, employees, contractors, members, attorneys and agents of each of them, and any of their successors or assigns, from any and all claims, demands, actions, liabilities and other claims for relief and/or remuneration whatsoever, whether known or unknown, arising from or which could have arisen from the FOP's representation of Cathey in connection with the Grievance described above.

WHEREFORE, the FOP, the City, and Cathey, intending to be legally bound by this Agreement, enter into this Agreement this _____ day of _____, 2013, as evidenced by their signatures or the signatures of their representatives below.


Fraternal Order of Police,
Lodge No. 5
Date: 12-16-13


Darryl Cathey
Date: 12-16-13


Philadelphia Police Department
Date: 12/13/13